

This Equine Boarding Agreement is made between Westwind Barn, 27210 Altamont Road, Los Altos Hills, California, 94022 ("Town"), and _____ (name), of _____ (street address), _____ (city), _____ (state), _____ (zip) ("Boarder") as of _____, 20_____.

1. Horses to be Boarded. This agreement will apply to the following horse (additional horses may be listed on Attachment A):

Name of your horse: _____

Check one: ☐ Gelding ☐ Mare

Color and markings: _____

Tattoos, brands or other identifying marks: _____

Year foaled: _____

Breed, breed registry and reg. no: _____

Horse's current fair market value (as estimated by Boarder): \$ _____

This horse and all horses listed on Attachment A will be collectively referred to as "Horses" for the purposes of this agreement.

2. Boarder's Warranty of Horse Ownership. Boarder warrants that except for the following limitations, Boarder is the sole lawful and registered owner of each Horse and has unlimited rights to care, custody and sale of Horse.

Please list limitations on ownership (spouse with community property rights, horse purchased on installments, previous seller with right of first refusal, etc.): _____

3. Fees and Payment Terms.

3.1. Boarding Fees and Services. Boarder is responsible for paying the monthly amounts specified in Attachment B per Horse for boarding Horses at Town. Town may change such fees upon 30-day written notice to Boarder and Boarder agrees to pay such amended boarding fees by the date specified in the written notice or provide Town with notice of termination pursuant to Section 7.1.

3.2. Full Care. For all accommodations that are designated on Attachment B as "full care," Town will provide a supply of water to be cleaned by Boarder and (check as applicable):

☐ Feed three times daily, to a maximum of five flakes, of the following type(s):

Oat _____ Grass _____ Alfalfa _____

For all full care stall accommodations, Town will clean stalls daily.

Boarder will clean paddocks and pastures on a weekly basis. Failure to do so may result in a fine, as outlined in Attachment B.

Boarder understands and agrees that Boarder is solely responsible for providing all other care for Horse. If, at Town's sole discretion, Boarder is not fulfilling Boarder's responsibilities pursuant to this section, Town will begin providing care for Horse and will charge Boarder accordingly pursuant to full care charges on Attachment B.

3.4. Feed. If Boarder wants any Horse to receive feed and/or nutritional supplements other than what Town will provide pursuant to Section 3.2 or 3.3, Boarder must supply such feed and/or nutritional supplements to Town and will owe Town fees as set forth on Attachment B. If Boarder wants Horse to receive more feed than Town typically gives to horses boarded at Town, additional fees will apply as set forth on Attachment B.

3.5. Prorated Fees for Partial Month. For any Horse that begins boarding at Town on a day other than the first day of the month, board for that month will be charged the daily rate pursuant to Attachment B

and must be paid at the time that boarding begins. For example, if Horse arrives on August 15 and the daily board amount is \$345.00 per month, Boarder would owe Town \$172.50 on August 15. Note that this section does not affect Boarder's termination notice obligations under Section 7.1 and does not create any rights to a refund of board amounts paid in advance unless Boarder complies with the notice requirements of Section 7.1, regardless of Boarder's reasons for termination.

3.6. Town's Right to Move Horses. From time to time, Town may determine, in its sole and absolute discretion, that it is necessary to move one or more Horses to another stall, paddock or pasture for safety or other reasons. Boarder agrees to accept Town's judgment in such matters and to pay any difference in board amounts that might result from such a move.

3.7. Additional Services for Additional Fees. If and as requested by Boarder, Town will perform certain additional services as set forth on Attachment B. Town will bill Boarder monthly for all fees associated with additional services and Boarder agrees to pay such bills upon receipt.

3.8. Payment Due Dates. Board payments are due in full every month on the 10th day of the month. Board payments paid on the 10th day of the month will apply to the days in that month. For example, board paid on June 10 will apply to boarding fees for the month of June. Fees for additional services as set forth in Section 3.7 are due within five days of Boarder's receipt of a bill from Town.

3.9. Late Payments. If Town does not receive Boarder's board payment by the 10th day of the applicable month, Town will consider the payment late. If Boarder's check is returned for insufficient funds or does not arrive at Town by the 10th of the month, Town will consider the payment late. Town will consider payment late for additional services if Boarder does not pay Town in full within 5 days after Boarder receives the bill.

3.10. Penalty for Late Payments. If Town determines that any of Boarder's payments is late as specified in Section 3.9, Boarder will owe Town a late fee of \$50.00 (or, if lower, such amount permitted by law). If any of Boarder's payments are 30 days past due, Boarder will also owe Town interest in the amount of 10% per year on the past due amount (or, if lower, such amount permitted by law).

3.11. Penalty for Dishonored Payment Instruments. If any payment instrument issued by Boarder to Town is dishonored for any reason, Boarder must immediately pay Town cash in the amount of the payment instrument, plus any bank charges that Town may incur as a result of the dishonored payment instrument.

3.12. Town's Lien on Horses. Boarder understands and agrees that Town has a general lien on Horses for amounts due to Town under this agreement. Accordingly, pursuant to Section 7.3, Boarder may not remove any Horses from Town's premises until all amounts due under this agreement are paid in full.

3.13. Foals. If Horse gives birth to a foal while Horse is boarded at Town, Town will charge a surcharge for such foal as shown in Attachment B. When the foal is four months of age, Town will begin charging Boarder the normal boarding rates for a horse, regardless of whether the foal is weaned. If a horse who was ordinarily receiving full care has a foal at its side, staff will not perform turnouts until the foal has been weaned and is able to be away from the mare.

3.14. Stallions. Stallions are not allowed on the premises. A colt is considered a stallion after weaning.

4. Boarder's Responsibilities for Horse Health. At Town, we take equine health very seriously. As a result, we require all Boarders to adhere to certain vaccination and parasite control schedules. The following vaccination and parasite control requirements are based upon advice from Town's veterinarian.

4.1. Initial Vaccination Requirements. Before bringing any Horse onto the Town premises, Boarder must provide Town with proof that Horse has received the vaccinations set forth on Attachment C.

4.2. Ongoing Vaccination Requirements. Boarder must promptly provide Town with proof that Boarder has met the ongoing vaccination requirements set forth in Attachment C with respect to each Horse. If Boarder does not provide Town with proof of vaccination, Town will provide Boarder with 10-day advance written notice that Town will arrange for vaccinations to be administered unless Boarder provides proof of vaccination within the time period specified in the notice. Boarder will be responsible for all veterinary costs, including the fees set forth on Attachment B.

4.3. De-Worming. Town observes the de-worming schedule specified in Attachment C and Boarder agrees to adhere to such schedule and be responsible for all costs associated with administering de-worming preparations to each Horse.

4.4. Farrier Care. Boarder agrees to properly care for each Horse's hooves, including trims or shoeing every six to eight weeks. If Boarder does not provide appropriate farrier care for any Horse and Town determines, in its sole discretion, that the Horse's hooves require care, Town will arrange for farrier care for Horse and Boarder will be responsible for paying for such care, including the fees set forth on Attachment B.

4.5. Urgent Veterinary Care. If, in Town's sole and absolute discretion, any Horse appears to require urgent veterinary care, Town will contact Boarder at the telephone numbers in Section 9.2. If Town is unable to reach Boarder promptly, Town may, in its sole and absolute discretion, have any veterinarian whom Town reasonably believes is licensed administer veterinary care to Horse. If veterinary care is administered to Horse, Boarder agrees to pay for such veterinary care and all applicable fees as set forth in Attachment B. Boarder understands and agrees that in certain instances, appropriate veterinary care may

include euthanasia. If Boarder does not want Horse to receive certain types of veterinary care, including euthanasia, or veterinary care beyond a certain dollar limit, Boarder must notify Town of such limitations in writing on Horse's Emergency Medical Info card. Boarder hereby assigns Town acting agent for Horse.

4.6. Exercise. Boarder is solely responsible for providing adequate exercise for each Horse.

4.7. Grooming. Boarder is solely responsible for providing adequate grooming for each Horse.

4.8. Routine Health Care. Boarder is solely responsible for providing adequate routine health care for Horse. This includes, but is not limited to, cleaning the hooves, eyes, ears, genitals and coat and addressing any and all abrasions, lacerations, puncture wounds, etc., and determining whether Horse's regular veterinarian needs to be called out.

5. Boarder's Responsibility to Follow Town Rules. Boarder understands and agrees to follow the Town rules set forth in Westwind Community Barn's Rules, Guidelines and Regulations Handbook. At its discretion, Town may change the Rules, Guidelines and Regulations by providing written notice to Boarder, and Boarder agrees to follow such amended Rules. Violation of the Rules will be grounds for termination under Section 7.2.

6. Damage to Town Property. Boarder agrees that Boarder will pay for any damage to Town property caused by Boarder, Horse or any guest of Boarder, except for damage that is normal wear and tear. For example, if Horse kicks down his stall door, Boarder will pay to replace the stall door. Similarly, if Horse runs through the arena fence, Boarder will pay to repair the fence. All amounts owed by Boarder pursuant to this section are due upon receipt by Boarder of an invoice from Town.

7. Termination of Boarding Agreement.

7.1. Termination for Any Reason. Boarder and Town each have the right to terminate this agreement for any reason. Except as specified in Section 7.2, the party terminating the agreement must provide 30 days' written notice to the other party.

7.2. Termination for Cause. Boarder understands and agrees that if Town determines, in its sole discretion, that Boarder has materially breached this agreement, Town may terminate this agreement for cause upon seven (7) days' written notice to Boarder. Examples of material breach include, but are not limited to, violation of the Town Rules, theft of Town property or property belonging to another boarder, and breach of Section 2.

7.3. Removal of Horses Upon Termination. Boarder understands and agrees that all amounts due to Town under this Agreement must be paid in full before Boarder will be permitted to remove any Horses from the Town premises. On the 90th day after the termination date of this Agreement, all Horses remaining on the Town premises will automatically become the property of Town and Boarder agrees to forfeit Boarder's interests in Horses, regardless of the value of Horses. Accordingly, Town may sell, transfer, give away or otherwise dispose of Horses without further notice to or permission from Boarder, and Town may retain any and all proceeds to apply against amounts owing to Town from Boarder and as compensation for administering the sale, transfer, donation or disposition of the Horses. Boarder agrees to take such steps as may be necessary to transfer title of Horses to Town, including execution of breed registry transfer forms and delivery of original registration papers to Town. Boarder agrees that Town has no obligation to notify Boarder of the presence of Horses on the Town premises, or otherwise notify Boarder before Horses become the property of Town. Any notifications from Boarder to Town will have no effect on the operation of this Section 7.3 unless Town agrees to any modifications in accordance with Section 11. **To the extent that any law or regulation may provide for rights and duties other than those set forth in this Section 7.3, the parties agree to waive such rights and duties and agree that this Section 7.3 will control.**

7.4. Removal of Boarder's Personal Property upon Termination. Boarder must remove all of Boarder's personal property from the Town premises upon termination of this Agreement. Items remaining on the Town premises following termination of this Agreement will be subject to a storage fee as set forth in Attachment B. On the 7th day after the termination date of this Agreement, all personal property of Boarder remaining on the Town premises will automatically become the property of Town and Boarder agrees to forfeit Boarder's interests in such property, regardless of the value of such property. Accordingly, Town may sell, transfer, give away or otherwise dispose of such property without further notice to or permission from Boarder, and that Town may retain any and all proceeds to apply against amounts owing to Town from Boarder and as compensation for administering the sale, transfer, donation or disposition of such property. Boarder agrees to take such steps as may be necessary to transfer title to such personal property to Town. Boarder agrees that Town has no obligation to notify Boarder of the presence of Boarder's personal property on the Town premises, or otherwise notify Boarder before such personal property becomes the property of Town. Any notifications from Boarder to Town will have no effect on the operation of this Section 7.4 unless Town agrees to any modifications in accordance with Section 11. **To the extent that any law or regulation may provide for rights and duties other than those set forth in this Section 7.4, the parties agree to waive such rights and duties and agree that this Section 7.4 will control.**

8. Boarder's Assumption of Risks, Agreement to Hold Town Harmless and Indemnification Agreement.

8.1. Risk of Loss of or Injury to Horses. Boarder understands that keeping Horses at any boarding facility, including Westwind Community Barn, is inherently risky. For example, in common areas such as arenas, tie racks and wash racks, other horses could bite, kick, run into or otherwise injure other Horses. Horses may be allergic to feed or bedding materials and they may catch diseases or other contagious conditions from other horses. Farm machinery, traffic or other hazards may spook Horses. Horses in stalls or paddocks may become cast, be bitten or kicked by neighboring horses or otherwise become injured. In wet or cold weather, Town grounds, including paddocks, round pens and arenas, may become muddy or slippery, injuring Horse. Town premises may contain defects. For example, footing on Town premises, including round pen, paddock and arena footing can contain holes, rocks, uneven portions or otherwise be unpredictable. As at any boarding facility, there is always a risk of fire or theft. **Boarder understands and expressly assumes all risks of keeping Horses on the Town premises, including the risk that Town, Town's owners, officers, directors, shareholders, employees, contractors or agents (collectively, the "Town Parties") may be negligent. Accordingly, Boarder agrees to hold the Town Parties harmless for loss of or injury to Horses.**

8.2. Risk of Loss of or Damage to Boarder's Property. Boarder understands that keeping personal property, such as tack, equipment, feed, automobiles or horse trailers, at any boarding Town, including Town, is inherently risky and that keeping personal property in a shared tack room is particularly risky. For example, property may be damaged or stolen by other boarders, rodents and other wild animals, horses, weather conditions, earthquakes or fire. **Boarder understands and expressly assumes all risks of keeping personal property on the Town premises, including the risk that the Town Parties may be negligent. Accordingly, Boarder agrees to hold the Town Parties harmless for loss of or damage to Boarder's property. Boarder understands and agrees that Boarder is solely responsible for safeguarding and insuring Boarder's own property.**

8.3. Risk of Injury or Death to Boarder. Boarder understands that horse-related activities are inherently dangerous and expressly assumes the risks associated with handling, caring for and riding horses on the Town premises. Boarder understands that horses are inherently unpredictable animals and even the most docile horse may occasionally bolt, spook, trip, buck, rear, bite, kick, pull back or otherwise act in such a way that may injure Boarder or others. Town premises may contain defects. For example, footing on Town premises, including round pen, paddock and arena footing can contain holes, rocks, uneven portions or otherwise be unpredictable. **Boarder expressly assumes all risks of engaging in horse-related activities on the Town premises, including the risk that the Town Parties may be negligent. Accordingly, Boarder agrees upon behalf of him or herself, his or her heirs, guardians and legal representatives, not to sue the Town Parties or otherwise make a claim against such parties in connection with any injury or death occurring on the Town premises.**

8.4. Trail Riding Risks. Boarder understands that riding horses outside of designated riding areas such as arenas and round pens ("Trail Riding") is inherently dangerous. In particular, horses may become spooked by traffic, wild animals, other horses or other hazards, causing Boarder to fall off or otherwise become injured or die. Horses may also stumble or trip over natural or manmade obstacles, injuring horses and/or Boarder. Boarder understands that Town does not inspect or maintain any trails or paths, on or off of the Town premises, and Town makes no warranty whatsoever regarding the safety of paths and trails. Boarder understands that some areas of Town are strictly off limits while riding including inside the barn, on the pathways between turnouts and paddocks, within the feeding pasture, or any other marked areas. **Boarder understands and expressly assumes all risks associated with Trail Riding, including the risk that the Town Parties may be negligent and agrees upon behalf of him- or herself, his or her heirs, guardians and legal representatives, not to sue the Town Parties or otherwise make a claim against such parties in connection with Trail Riding.**

8.5. Waiver of Unknown Claims. Boarder understands that Boarder's state laws or regulations may contain provisions designed to prevent Boarder from waiving claims that are unknown to Boarder at the time Boarder agrees to a waiver of claims. **Boarder agrees to waive all rights that Boarder might otherwise have under such laws or regulations.**

8.6. Boarder's Indemnification Agreement. Boarder agrees to defend, indemnify and hold the Town Parties harmless against all claims, demands, and causes of action, including costs and attorneys' fees, directly or indirectly arising from any action or other proceedings brought by or prosecuted for Boarder's benefit or the benefit of Boarder's heirs, guardians or assigns or brought by others against the Town Parties in connection with Horses, or any action or inaction taken by Boarder, Boarder's guests, family members, agents, employees or contractors.

9. Contact Information and Notices.

9.1 Form of Notice. Notices given pursuant to this Agreement must be in writing to the addresses below and delivered via a method that provides evidence of receipt, such as Federal Express. Email shall not be considered effective notice unless acknowledged by the receiving party.

9.2 Notice to Town must be sent to:

Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Email: _____

Telephone no.: (_____) _____ Alternate telephone no.: (_____) _____

Fax no.: (_____) _____

9.3. Notice to Boarder. Notice to Boarder must be sent to:

Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Email: _____

Telephone no.: (_____) _____ Alternate telephone no.: (_____) _____

Fax no.: (_____) _____

9.4. Boarder's Veterinarian.

Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Email: _____

Telephone no.: (_____) _____ Alternate telephone no.: (_____) _____

Fax no.: (_____) _____

9.5. Boarder's Farrier.

Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Email: _____

Telephone no.: (_____) _____ Alternate telephone no.: (_____) _____

Fax no.: (_____) _____

9.6. Boarder's Emergency Contact.

Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Email: _____

Telephone no.: (_____) _____ Alternate telephone no.: (_____) _____

Fax no.: (_____) _____

Relationship to Boarder: _____

9.7. Changes in Contact Information. Each party shall have the duty to notify the other parties immediately upon a change in contact information. If a party does not provide the other parties with notice of changes, a notice delivered to the last contact information given under this Agreement shall be considered proper notice provided that the other conditions of this section have been met.

10. Assignment or Transfer. No party may assign or transfer this Agreement without the prior written consent of the other parties.

11. Entire Agreement. This agreement contains the entire agreement among the parties. Any modifications or additions must be in writing and signed by all parties to this Agreement. No oral modifications will be considered part of the Agreement unless reduced to writing and signed by all parties.

12. Governing Law and Venue. This agreement shall be governed by the laws of California. The parties hereby agree that any legal action under the Agreement must be brought in Santa Clara County, California.

13. Attorneys' Fees and Other Expenses. In any legal actions brought in connection with this agreement, the prevailing party will be entitled to prompt payment of expenses from the other party(ies) following final adjudication in favor of the prevailing party. For the purpose of this section, "expenses" will include the following costs actually incurred by the prevailing party: attorneys' fees, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, and all other disbursements.

14. Severability. If any provision of this Agreement or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application. In lieu thereof there shall be added a provision as similar in terms to such illegal, invalid and unenforceable provision as may be possible and be legal, valid and enforceable.

Boarder:

Signature: _____

Printed Name: _____

Date: _____

Town:

Signature: _____

Title: _____

Printed Name: _____

Date: _____

Attachment A – Horse Information

Name of your horse: _____

Check one: ☐ Gelding ☐ Mare

Color and markings: _____

Tattoos, brands or other identifying marks: _____

Year foaled: _____

Breed, breed registry and reg. no: _____

Horse's current fair market value (as estimated by Boarder): \$ _____

Attachment B – Additional Fees

Boarding Services- Full Care

Boarding in private box stall, per Horse, per month	\$25.00 Daily / \$685.00 Monthly
Boarding in feeding pasture, per Horse, per month	\$20.00 Daily / \$345.00 Monthly

Boarding Services – Additional Care

Feeding of owner-provided grain, twice daily	\$2.00 Daily / \$40.00 Monthly
Blanketing, two blankets, twice daily	\$2.00 Daily / \$40.00 Monthly
One flake Alfalfa or Oat, daily	\$2.00 Daily / \$40.00 Monthly
One flake Grass, daily	\$3.00 Daily / \$75.00 Monthly
Hay Bag with Alfalfa or Oat, free choice	\$30.00 Per / \$80.00 Monthly
Hay Bag with Grass, free choice	\$45.00 Per / \$120.00 Monthly
Additional Turnout, two per week, as available	\$15.00 Per / \$100.00 Monthly
Trailer Parking	\$2.50 Daily / \$75.00 Monthly
Bedding Disposal, if owner provided	\$50.00 Monthly
Additional Bedding, one bag weekly	\$15.00 Per / \$75.00 Monthly

Other Services and Charges

Hold Horse for appointment	\$10.00
Storage Fee, per day	\$50.00
Paddock cleaning	\$50.00
Stall Strip upon Termination	\$50.00
Manure/Equipment Pickup, per occurrence	\$5.00
Waitlist Fee	\$100.00
Late Fee on Payment	10%

Facility Use Fees

Arena Use by Trainer	\$5.00 per hour
Clinic	10%
Arena Reservation, daily	\$300.00
One-Day Use Pass, Non Boarder	\$35.00 Non-Resident, \$25.00 Resident
Six-Month Use Pass, Non Boarder	\$150.00 Non-Resident, \$100.00 Resident
Yearly Use Pass, Non Boarder	\$300.00 Non-Resident, \$275.00 Resident

Attachment C – Vaccinations and Parasite Control

Initial Vaccination Requirements

Horse must have received the following vaccinations within the last year before entering Westwind Barn:

- ☐ Influenza ☐ Rhinopneumonitis ☐ Strangles ☐ West Nile
- ☐ Other (please specify): _____

Horse must have received the following vaccinations within the last six months before entering Westwind Barn:

- ☐ Influenza ☐ Rhinopneumonitis ☐ Strangles ☐ West Nile
- ☐ Other (please specify): _____

Ongoing Vaccination Requirements

Horse must receive the following vaccinations each year:

- ☐ Influenza ☐ Rhinopneumonitis ☐ Strangles ☐ West Nile
- ☐ Other (please specify): _____

Other vaccinations. From time to time, Town may change the vaccination requirements contained in this Agreement and will notify Boarder in writing of such changes. Upon notice from Town, Boarder agrees to abide by all vaccination requirement changes.

Parasite Control Requirements

It is strongly recommended that all horses be de-wormed quarterly, on a rotational schedule. Horses kept in communal pastures should be de-wormed more than quarterly and power-packing is strongly recommended. Please consult with your vet to find your horse's optimum schedule.

Attachment D – Guest and Non-Boarder Rules

We designed these Visitor's Rules for the safety of our boarders, horses and guests. In addition to the rules on this list, we expect our boarders and guests to be respectful of people, property and animals. Boarders should refer to the full list of Barn Rules in addition to this Attachment.

General Rules

1. No drug or alcohol use - anywhere, anytime!
2. NO smoking
3. ALL Stable visitors must sign a visitor release form - no exceptions.
4. Please park only in designated areas and drive no faster than 5 mph while on Stable property. Under no circumstances may you honk your horn, permit your car alarm to go off or otherwise allow your vehicle to make noises likely to spook horses.
5. Balloons, firecrackers and other potentially noise-making items are prohibited.
6. You must wear closed-toe footwear at all times on Stable premises, even if not riding or handling a horse. Bare feet, sandals or other footwear that leaves feet exposed could result in broken bones.
7. Stable premises hours are from sunrise to sunset.
8. You must conduct yourself with dignity and good sportsmanship.
9. Stable has a zero tolerance policy for abuse of any animal or person. For example, we consider it abuse to use any kind of whip or spur that leaves marks on a horse. Equipment that leaves a mark or open skin wound also qualifies as abusive.
10. Please do not enter any buildings on the Stable property other than the barns.
11. If you go through a closed gate, close it behind you.
12. If you are the last person to leave the premises in the evening, please make sure the front gate is closed. The lights inside the barn should be left on.
13. Each boarder is assigned a saddle and bridle rack which corresponds to the stall their horse is currently in. For example, the horse in stall four should use rack #4 and hook #4. Swapping with other boarders, using empty racks or using more than one is strictly prohibited.
14. Horse's owner is responsible for setting up and adjusting their horse's feed menu. Staff will not change the feed amount or type without the owner's authorization. It is the owner's sole responsibility to ensure their Horse is getting an adequate amount of feed and to make adjustments as they see fit.

Children

Children under 12 must be accompanied by a responsible adult at all times, unless such child's parents receive permission from Stable management. Small children under 5 must be in hand at all times. Under no circumstances may you allow your children to yell, run or otherwise spook the horses.

No baby strollers, bicycles, motorized vehicles or toys likely to spook horses are permitted on Stable premises without prior permission from Stable management.

Dog Policy (check one):

Dogs are permitted on Stable property so long as they are under their owner's control at all times. No dogs are permitted in the arenas or round pens, and under no circumstances may dogs be permitted to chase other animals on Stable premises. Stable may, in its discretion, refuse to permit a particular dog to return to the Stable property.

1. If your dog has been deemed a dangerous animal by a state or local government, please do not bring the dog to the barn.
2. Keep your dog on a 6' leash at all times. Retractable leashes are discouraged, but, if you use one, do not allow it to extend in or around the barn aisles.

3. Dogs may not be left unattended, tied or otherwise.
4. Dogs may not be left in any stall.

Barn Safety and Etiquette

1. You must keep your horse under control at all times. We do not consider ground tying or leading your horse without a halter or bridle to be adequate means of controlling your horse. If your horse is feeling frisky, please consider using a stud chain to lead him.
2. Please pick up and put away tack, manure forks and all other equipment in designated areas when you are done using them.
3. Please do not borrow or handle others' tack, equipment or horses without asking them first. This includes feeding other horses treats.
4. You are responsible for storing and securing your own equipment. If you have valuable equipment and are concerned about theft, please consider taking your equipment home when not in use.
5. When you are done grooming or washing your horse, please remove all manure, hoof pickings and loose hair and dispose of them in designated areas.
6. Please tie your horse only in designated tie areas. All horses must be tied with a quick-release knot or panic snap. If your horse pulls back when tied, please ask Stable management about installing a blocker tie ring. Please do not leave your tied horse unattended or tie your horse with the chain over his nose or under his chin.
7. Please do not help yourself to hay or bedding without asking Stable management first.
8. If your horse is tied in a place where others want to pass through, please move your horse promptly so that they can pass safely.
9. If you keep feed, treats or anything else edible on the Stable premises, you must store it in a rodent- and insect- proof container.
10. You must provide a properly fitted halter and lead rope for each of your horses and store them in plain view on your stall door, as applicable. If you do not, staff will assume you do not wish for your horse to be turned out and will not turn out or otherwise handle your horse until a halter is present.
11. If you notice damage to your horse's stall, paddock or pasture, please inform Stable management immediately.
12. You are not allowed to install any hardware, including additional halter or blanket racks, photo frames, nameplates, etc., on your stall front. Any such additions will quickly be removed by Stable management. Each stall is to have only one trunk or other storage unit, with dimensions not to exceed 32" long, 21" wide and 20" high. Additionally, no feed, buckets, supplies, blankets, etc. are to be stored in front of a stall. All additional items which do not fit in the trunk or other storage units should be taken home with you.
13. Each boarder is allowed one storage unit and two trash bins to be stored in designated feed rooms. Trash bins should be square and preferably brown. These bins can be used to store additional feed, grain, supplies, blankets, etc. All storage units, tack and other equipment should be removed upon termination of the boarding agreement. If storage units, tack or other equipment is not removed within seven days of termination, it will be removed and stored off-site until the owner makes an appointment to pick the items up. There is a daily fee for this off-site storage.
14. Please do not play radios, CD players, etc. on Stable premises. If you require music or other audio for your riding, please ask Stable management first.
15. Please keep the tack room and all other areas clean and neat.
16. While Stable will ensure water is available to your horse, it is the Boarder's responsibility to ensure the water is clean and free of mosquito larvae, algae or other debris.

17. If a Boarder or Facility User is in violation of the above rules, a Rule Violation Report will be filed. If a Boarder or Facility User is a repeat offender or places another Boarder or Facility User in serious danger, the violator may be asked to leave the premises and not be allowed access to the facilities in the future.

18. Other:

Riding Safety and Arena Etiquette

1. (a) Stable requires all riders under the age of 18 to wear a properly fitted, approved riding helmet with the chinstrap securely fastened.

(b) Stable requires all riders who are jumping to wear a properly fitted, approved riding helmet with the chinstrap securely fastened.

2. All riders must wear proper attire at all times, including closed-toe footwear with a heel (no tennis shoes).

3. No one under 18 may jump on Stable premises without prior permission from Stable management.

4. Riders must use tack that allows them to control their horses. This includes bridles and saddles or bareback pads. Riding without this equipment is strictly prohibited. When riding on a bareback pad, the rider must also wear a helmet, regardless of age.

5. You may longe your horse in the riding arena(s) only when others are not riding. You may not longe your horse when others are riding in the arena unless you receive permission to longe from all riders in the arena. If longeing in the arena with riders, you must keep your horse under control and not interfere with others who are riding.

6. Riding belongs in the arena, round pen and other areas designated for riding, not on the lawn, in the parking lot, in the picnic areas, in the barn, etc.

7. Please treat other riders with consideration and respect. For example, riders going in opposite directions should pass left-shoulder to left-shoulder and riders going in the same direction must pass only on the inside. Please leave at least one horse-length between your horse and other horses. Do not halt or stand on the rail. If your horse is green or feeling frisky, please do not ride in a crowded arena, especially if other green horses or novice riders are present, and warn other riders in the arena so that they may treat you with extra caution. If you are in doubt, yield to the other riders and call out your direction (e.g., "Passing on the inside," "Heads up on the rail."). Riders who are jumping should call out their intended jumps, and should be given the right of way. We expect more experienced riders to help less experienced riders by yielding the right of way to novice riders and green horses and politely pointing out any unsafe arena use or behavior.

8. Riders using equipment such as jumps, barrels or poles in the upper arena must remove equipment from the arena and store it in designated areas after using it. If there are riders already in the arena, please ask them before setting up your equipment, as some horses may be spooked by rolling barrels and other equipment setup.

9. Turnouts are only permitted in the areas designated by Stable. No turnouts are permitted in other locations.

Riders have priority over turnouts for round pen use. If you have your horse turned out in the round pen when someone wants to ride, you must remove your horse from the round pen as soon as possible. Riders waiting to ride in the round pen must politely ask those with turned-out horses to remove them from the round pen.

10. Horses are not to be turned out in riding arenas. Only paddocks and the round pen are suitable for turnouts.

11. If your horse leaves manure somewhere, dismount and pick it up as soon as possible. There are manure dump stations and pitch forks conveniently located to help make this chore as easy as possible. If you are a habitual non-cleaner, a fine of \$5.00 will be billed to you for each occurrence, with no further warnings or notice.

12. If any rider falls, all other riders must immediately halt their horses, catch the loose horse, immobilize the rider, then inform Stable management and assist as necessary.

13. Other:

14. Other:

15. Other:

16. Other:

Accidents and Injuries

1. If you or your horse are involved in or witness an accident or injury, please report it immediately to Stable Management using the Incident Report Form located next to the vending machines so that proper care can be administered and records can be kept.

2. Other:

3. Other:

Outside Trainers and Instructors

1. All trainers and instructors must be pre-approved by Stable management and must carry commercial trainer's liability insurance that names Stable as an additional insured and meets the Town's insurance requirements. A copy of this insurance must be provided to the Town prior to the trainer or instructor conducting business on the property.

2. Other:

Attachment E – Rider Medical Authorization

This Authorization for Medical Treatment (the "Authorization") is being entered into between
Westwind Barn, 27210 Altamont Road, Los Altos Hills, California, 94022 ("Town"), and

_____ (name),

of _____ (street address),

_____ (city), _____ (state), _____ (zip) ("Patient")

as of _____, 20____.

Adult Patient's Authorization for Medical Treatment.

I, _____ (name), certify that I am 18 years of age or older, and hereby authorize Westwind Barn and its employees and agents who are 18 years old and older to consent to medical care or dental care, or both, for me. The authority granted by this Authorization includes the authority to consent to any X-ray examination, anesthetic, medical diagnosis, surgical diagnosis, medical treatment, surgical treatment or hospital care under the supervision, and upon the advice of, a physician. The authority granted by this Authorization also extends to any X-ray examination, anesthetic, dental diagnosis, surgical diagnosis, dental treatment, surgical treatment or hospital care under the supervision, and upon the advice of, a dentist.

Patient: _____

Physician: _____

Name (printed): _____

Date: _____

Special Emergency Directions: _____

Attachment F – Insurance Requirements

Owner shall procure, at his or her sole expense, the types and amounts of insurance listed below. Such insurance must be maintained throughout the term of this Agreement. Failure to procure coverage by your move-in date will result in immediate termination of this Agreement.

A. Personal Equine Liability Insurance (PEL). PEL coverage must be maintained for and with respect to Owner's horse throughout the term of this Agreement and any holdover boarding tenancy in an amount not less than TWO HUNDRED THOUSAND DOLLARS (\$200,00) per incident for any bodily injury (including death) or property damage caused by his or her horse to a third party.

B. Equine Mortality/Major Medical Insurance. If the market value of above named horse is in excess of \$2,000.00 (two thousand dollars), Owner must provide adequate insurance coverage for the mortality or medical care of the above-named horse. The Town accepts no responsibility for the health or condition of said horse or for any injury caused while the horse is on or off Barn premises.

C. Additional Conditions. Prior to boarding any horse under this Agreement, Owner must furnish Town with complete copies of all policies, including complete copies of all endorsements attached to these copies.

(1) The Town, its officers, officials, employees, and agents must be covered as additional insureds with respect to liability arising out of care or boarding of Owner's horse. Any insurance or self-insurance maintained by the Town, its officers, officials, employees or volunteers shall be excess of the Owner's insurance and shall not contribute with it.

(2) Insurance coverage must be provided by An A-rated insurance company.